

APPENDIX E. PROGRAMMATIC AGREEMENT

PROGRAMMATIC AGREEMENT

AMONG

**FEDERAL HIGHWAY ADMINISTRATION
ARIZONA STATE HISTORIC PRESERVATION OFFICE
ARIZONA DEPARTMENT OF TRANSPORTATION
THE NATIONAL PARK SERVICE (WUPATKI NATIONAL MONUMENT)
ARIZONA STATE LAND DEPARTMENT
THE FORT MOJAVE INDIAN TRIBE
THE HOPI TRIBE
THE HAVASUPAI TRIBE
THE HUALAPAI TRIBE
THE KAIBAB-PAIUTE TRIBE
THE NAVAJO NATION
THE PUEBLO OF ZUNI
ARIZONA STATE MUSEUM**

**REGARDING THE EXPANSION OF SERVICE ON U.S. ROUTE 89, BETWEEN
ANTELOPE HILLS AND THE JUNCTION OF U.S. 160; MILEPOSTS 442 TO 484
PROJECT NO. STP-089-C(AEA)
TRACS NO. 89 CN 445 H5172 01E
COCONINO COUNTY, ARIZONA**

WHEREAS, the Federal Highway Administration (FHWA) proposes to reconstruct and widen along U.S. Route 89 (US 89) between Antelope Hills and the junction of U.S. Route 160 (US 160), a federally-funded project in Coconino County, Arizona (hereafter referred to as “the Project”); and

WHEREAS, the area of potential effect for the Project is defined as the existing roadway right-of-way (ROW) on US 89 between mileposts 442.0 and 484.0 as well as new ROW; and

WHEREAS, project construction will occur on land owned by the Arizona Department of Transportation (ADOT) and ADOT easement across state trust land administered by the Arizona State Land Department (ASLD), and public lands administered by the National Park Service (NPS) (Wupatki National Monument); ADOT, acting as agent for FHWA, has participated in consultation; and

WHEREAS, the proposed project may have an adverse effect upon archaeological sites and/or historical resources which may be listed on or eligible for listing on the National Register of Historic Places and may possibly have effects to unidentified subsurface archaeological resources; and

WHEREAS, ADOT, acting as agent for FHWA has participated in consultation and has been invited to be a signatory to this Programmatic Agreement (Agreement); and

WHEREAS, the FHWA has consulted with the Arizona State Historic Preservation Office (SHPO), ASLD, NPS, the Arizona State Museum (ASM), the Fort Mojave Indian Tribe, the

FINAL Programmatic Agreement
US 89; Antelope Hills

Havasupai Tribe, the Hualapai Tribe, the Kaibab-Paiute Tribe, the Hopi Tribe, the Navajo Nation, and the Pueblo of Zuni in accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations (36 CFR §800.6(b)(2)) to resolve the possible adverse effects of the Project on historic properties; and

WHEREAS, the Indian Tribes that may attach religious or cultural importance to affected properties have been consulted [pursuant to 36 CFR § 800.2 (c)(2)(ii)(A-F)], and the Hopi Tribe, the Navajo Nation, the Fort Mojave Indian Tribe, the Havasupai Tribe, the Hualapai Tribe, the Kaibab-Paiute Tribe, and the Pueblo of Zuni have been invited to be concurring parties in this Agreement; and

WHEREAS, in their role as lead federal agency, FHWA has consulted with the Arizona State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) as revised in 2000; and

WHEREAS, by their signature all parties agree that the regulations specified in the ADOT document, "ADOT Standard Specifications for Road and Bridge Construction" (Section 104.12, 2000) will account for the cultural resources in potential material sources used in project construction; and

WHEREAS, an agreement regarding the treatment and disposition of Human Remains, Associated Funerary Objects, Sacred Objects and Objects of Cultural Patrimony would be developed for the Arizona State Museum (ASM) for state and private land, pursuant to A.R.S. § 41-844 and 41-865; and

WHEREAS, an agreement regarding the treatment and disposition of Graves and Human Skeletal Material would follow the Archaeological Resources Protection Act of 1979 (ARPA; Section 4.b.3 and 4.c) for federal land; and

WHEREAS, Human Remains, Associated/Unassociated Funerary Objects, Sacred Objects and Objects of Cultural Patrimony recovered will be treated in accordance with the Native American Graves and Protection Repatriation Act (NAGPRA) for federal land; and

WHEREAS, the data recovery necessitated by the Project, located on state land, must be permitted by the Arizona State Museum pursuant to A.R.S. § 41-842; and

WHEREAS, the data recovery necessitated by the Project, located on federal land, must be permitted through an ARPA permit; and

WHEREAS, the data recovery necessitated by the Project, located on Wupatki National Monument (WNM), will require a scientific research permit from WNM; and

NOW, THEREFORE, all parties agree that upon FHWA's decision to proceed with the Project, FHWA shall ensure that the following stipulations are implemented in order to take into account the effects of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this Agreement expires or is terminated.

FINAL Programmatic Agreement
US 89; Antelope Hills

Stipulations

FHWA will ensure that the following measures are carried out.

1. Geotechnical Investigations

As geotechnical investigation may adversely impact historic properties within the project's corridor, FHWA proposes that historic properties would be avoided by geotechnical investigations wherever possible. In the event that historic properties cannot be avoided, FHWA, in consultation with the consulting parties, shall determine appropriate treatment for the historic property. Data recovery at geotechnical investigation locations requires a Work Plan, as described below, be developed. Geotechnical investigations outside the boundaries of historic properties may proceed prior to the completion of any data recovery required at other locations.

2. Development of a Data Recovery Work Plan

The data recovery plan will be submitted by ADOT, on behalf of FHWA, to all parties to this Agreement for 30 calendar days' review. The data recovery plan will be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37). Unless any signatory or concurring party objects to the data recovery plan within 30 calendar days after receipt of the plan, FHWA shall ensure that it is implemented prior to construction.

3. The Data Recovery Work Plan (the Work Plan) will specify:

- a) The properties or portions of properties where data recovery is to be carried out. Also, it will specify any property or portion of property that would be destroyed or altered without treatment;
- b) The results of previous research relevant to the project, the research questions to be addressed through data recovery, with an explanation of their relevance and importance;
- c) The field and laboratory analysis methods to be used, with an explanation of their relevance to the research questions;
- d) The methods to be used in analysis, data management, and dissemination of data to the professional community and the public, including a proposed schedule for project tasks, including a schedule for the submission of draft and final reports to consulting parties;
- e) The proposed disposition and curation of recovered materials and records in accordance with A.R.S. § 41-844 and ARPA (Section 4.b.3 and 4.c);
- f) Procedures for monitoring, evaluating and treating discoveries of unexpected or newly identified properties during construction of the project, including consultation with other parties;

FINAL Programmatic Agreement
US 89; Antelope Hills

- g) A protocol for the treatment of human remains, in the event that such remains are discovered, describing methods and procedures for the recovery, inventory, treatment, and disposition of Human Remains, Associated Funerary Objects, and Objects of Cultural Patrimony. This protocol will reflect concerns and/or conditions identified as a result of consultations among parties to this Agreement.

4. Review and comment on the Data Recovery Work Plan

- a) Upon receipt of a draft of the Work Plan, ADOT, on behalf of FHWA, will review and subsequently submit such documents concurrently to all consulting parties for review. All consulting parties will have 30 calendar days from receipt to review and provide comments to ADOT. All comments shall be in writing with copies provided to the other consulting parties. Lack of response within this review period will be taken as concurrence with the plan.
- b) If revisions to the Work Plan are made all consulting parties will have 20 calendar days from receipt to review the revisions and provide comments to ADOT. Lack of response within this review period will be taken as concurrence with the plan or report.
- c) Once the Data Recovery Plan is determined adequate by all parties (with SHPO concurrence), FHWA shall issue authorization to proceed with the implementation of the Plan, subject to obtaining all necessary permits.
- d) Final drafts of the Data Recovery Plan will be provided to all consulting parties.

5. Review and Comment on Preliminary Report of Findings

- a) Upon completion of fieldwork, the institution, firm, or consultant responsible for the work will prepare and submit a brief Preliminary Report of Findings.
- b) Upon receipt of a draft of the Preliminary Report of Findings, ADOT, on behalf of FHWA, will review and subsequently submit such documents concurrently to all consulting parties for review. All consulting parties will have 30 calendar days from receipt to review and provide comments to ADOT. All comments shall be in writing with copies provided to the other consulting parties. Lack of response within this review period will be taken as concurrence with the Report.
- c) If revisions to the Preliminary Report of Findings are made, all consulting parties have 20 calendar days from receipt to review the revisions and provide comments to ADOT. Lack of response within this review period will be taken as concurrence with the report.
- d) Once the Preliminary Report of Findings has been accepted as a final document, ADOT, on behalf of FHWA, will notify appropriate project participants that construction may proceed.

6. Review and Comment on Data Recovery Report

- a) Within 180 days of completion of data recovery, a report will be prepared incorporating all appropriate data analyses and interpretations, and the report will be

FINAL Programmatic Agreement
US 89; Antelope Hills

submitted to signatories and concurring parties who will be provided with 30 calendar days to review and comment upon the data report.

- b) Upon receipt of the data recovery report, ADOT, on behalf of FHWA, will review and subsequently submit such documents concurrently to all consulting parties for review. All consulting parties will have 30 calendar days from receipt to review and provide comments to ADOT. All comments shall be in writing with copies provided to the other consulting parties. Lack of response within this review period will be taken as concurrence with the report.
- c) If revisions to the data recovery report are made, all consulting parties have 20 calendar days from receipt to review the revisions and provide comments to ADOT. Lack of response within this review period will be taken as concurrence with the report.
- d) Once the data recovery report has been accepted as a final document, ADOT, on behalf of FHWA will notify appropriate project participants that construction may proceed.

7. Standards for Monitoring and Data Recovery

All historic preservation work carried out pursuant to this Agreement shall be carried out by or under the supervision of a person, or persons, meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739).

8. Curation

All materials and records resulting from the data recovery program conducted within the Project area shall be curated in accordance with either ASM or ARPA.

- a) For materials and records located on state or private land, curation shall take place in accordance with standards outlined in A.R.S. § 41-844, and guidelines generated by ASM. The repository for materials either will be ASM or one located in Coconino County that meets those standards and guidelines. Materials subject to repatriation under A.R.S. § 41-844 and A.R.S. § 41-865 shall be maintained in accordance with the burial agreement.
- b) Archaeological Resources, excavated or removed from federal land, will be preserved by a suitable university, museum, or other scientific or educational institution (ARPA, Section 4.b.3). Objects collected on NPS lands will be stored at a NPS repository, to be identified. Resources having religious or cultural importance shall be maintained in accordance with the burial agreement until any specified analyses, as determined following the consultation with the appropriate Indian tribes and individuals, are complete and the resources are returned.

9. Additional Inventory Survey

ADOT, on behalf of FHWA, in consultation with all parties to this agreement shall ensure that new inventory surveys of additional rights-of-way and temporary construction easements will include determinations of eligibility that are made in accordance with

FINAL Programmatic Agreement
US 89; Antelope Hills

Section 106 for all historic properties, including any added staging or use areas. Should any party to this Agreement disagree with FHWA regarding eligibility, the SHPO shall be consulted and resolution sought within 20 calendar days. If FHWA and SHPO disagree on eligibility, FHWA shall request a formal determination from the Arizona Historical Advisory Commission.

10. Objection by a Signatory or Concurring Party

Should any signatory or concurring party to this Agreement object within 30 days to any plan or report provided for review or to any aspect of this undertaking related to historic preservation issues, FHWA shall consult with the objecting party to resolve the objection. If the objection cannot be resolved, FHWA shall request further comments of the SHPO with reference only to the subject of the dispute; FHWA's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

11. Discoveries

If potential historic or prehistoric archaeological materials or properties or human remains are discovered after construction begins, the person in charge of the construction shall require construction to immediately cease within the area of the discovery, take steps to protect the discovery, and promptly report the discovery to the ADOT Historic Preservation Specialist, representing FHWA. The ADOT Historic Preservation Specialist, representing FHWA shall notify and consult with appropriate agencies.

- a) If the discovery appears to involve human remains or remains as defined in ASM rules implementing A.R.S. § 41-844 and 41-865, the Director of ASM shall be notified. In consultation with the Director, ADOT, on behalf of FHWA, and the person in charge of construction shall ensure that the discovery is treated according to the burial agreement.
- b) If the discovery is graves or human remains as defined in ARPA Section 3.1, and is located on federal land, the Federal Land Manager (the National Park Service [NPS]) shall also be informed. In consultation with the NPS and ADOT the person in charge of construction shall immediately take steps to secure and maintain preservation of the discovery. The NPS and ADOT shall ensure that the discovery is treated according to the burial agreement.
- c) If remains are not involved, and the discovery is located on state land, ADOT, on behalf of FHWA, shall notify ASM as required under A.R.S. § 41-844. ADOT, on behalf of FHWA in consultation with the Director and SHPO, if appropriate, shall determine if the Plan previously approved by ASM according to Stipulation 2 is appropriate to the nature of the discovery. If appropriate, the Plan shall be implemented by ADOT, on behalf of FHWA. If the Plan is not appropriate to the discovery, FHWA shall ensure that an alternate plan for the resolution of adverse effect is developed and circulated to the consulting parties, who will have 48 hours to review and comment upon the alternate plan. FHWA shall consider the resulting comments, and shall implement the alternate plan once a project specific permit has been issued.

FINAL Programmatic Agreement
US 89; Antelope Hills

- d) If remains are not involved and the discovery is located on private land, ADOT, on behalf of FHWA, shall evaluate the discovery, and SHPO shall be notified as appropriate. The ADOT Historic Preservation Specialist, on behalf of FHWA, shall determine if the plan previously approved according to Stipulation 2 is appropriate to the nature of the discovery. If appropriate, the Plan shall be implemented by ADOT, on behalf of FHWA. If the Plan is not appropriate to the discovery, FHWA shall ensure that an alternate plan for the resolution of adverse effect is developed and circulated to the consulting parties, who will have 48 hours to review and comment upon the alternate plan. FHWA shall consider the resulting comments, and shall implement the alternate plan once a project specific permit has been issued.
- e) If the discovery is located on federal land, ADOT, on behalf of FHWA, shall determine if the discovery classifies as an "archaeological resource" as defined in Section 3.1 of ARPA, and contact the NPS as appropriate.

12. Amendments

This Agreement may be amended by the signatories pursuant to 36 CFR § 800.6 (c) (7). FHWA shall file any amendments with the Council and provide notice to the concurring parties.

13. Termination

Any signatory may terminate the Agreement by providing 30 day written notification to the other signatories. During this 30-day period, the signatories may consult to seek agreement on amendments or other actions that would avoid termination pursuant to 36 CFR § 800.6 (b). If the parties cannot agree on actions to resolve disagreements, FHWA will comply with 36 CFR § 800.7(a).

- 14. In the event that FHWA or ADOT cannot carry out the terms of this agreement, the FHWA will comply with 36 CFR § 800.3 through 800.6.
- 15. There shall be an annual meeting between FHWA, SHPO, NPS, ASLD and ADOT to review the effectiveness and application of this agreement, to be held on or near the anniversary date of the execution of this agreement.

This agreement shall be null and void if its terms are not carried out within ten (10) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

FINAL Programmatic Agreement
US 89; Antelope Hills

Execution of this Agreement by the signatories and its subsequent filing with the Council is evidence that the Federal Highway Administration has afforded the Advisory Council on Historic Preservation an opportunity to comment on the US 89, Antelope Hills-Junction of US 60, Mileposts 442.0-484.0 project and its effects on historic properties, and that the Federal Highway Administration has taken into account the effects of the undertaking on historic properties.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By Steph D. Th...

Date 8-24-04

Title Environmental Program Manager

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James W. Gorman

Date 8/03/04

Title AZSHPO

US NATIONAL PARK SERVICE, WUPATKI NATIONAL MONUMENT

By Palma E. Wilson

Date 9-24-04

Title Superintendent

ARIZONA STATE LAND DEPARTMENT

By _____

Date _____

Title _____

INVITED SIGNATORIES

ARIZONA DEPARTMENT OF TRANSPORTATION

By [Signature]

Date 8-23-04

Title Environmental & Enhancement Group Manager

FINAL Programmatic Agreement
US 89; Antelope Hills

CONCURRING PARTIES

ARIZONA STATE MUSEUM

By Jonathan H. Sorenson

Date Sept 02/07

Title Director

FORT MOJAVE INDIAN TRIBE

By _____

Date _____

Title _____

HAVASUPAI TRIBE

By _____

Date _____

Title _____

HOPI TRIBE

By _____

Date _____

Title _____

HUALAPAI TRIBE

By _____

Date _____

Title _____

KAIBAB-PAIUTE TRIBE

By _____

Date _____

Title _____

FINAL Programmatic Agreement
US 89; Antelope Hills

CONCURRING PARTIES

ARIZONA STATE MUSEUM

By _____

Date _____

Title _____

FORT MOJAVE INDIAN TRIBE

By _____

Date _____

Title _____

HAVASUPAI TRIBE

By _____

Date _____

Title _____

HOPI TRIBE

By Wayne Dayton Jr

Date 9/08/04

Title CHAIRMAN

HUALAPAI TRIBE

By _____

Date _____

Title _____

KAIBAB-PAIUTE TRIBE

By _____

Date _____

Title _____

FINAL Programmatic Agreement
US 89; Antelope Hills

**AMENDMENT
TO
PROGRAMMATIC AGREEMENT
AMONG
FEDERAL HIGHWAY ADMINISTRATION
ARIZONA STATE HISTORIC PRESERVATION OFFICE
ARIZONA DEPARTMENT OF TRANSPORTATION
THE NATIONAL PARK SERVICE (WUPATKI NATIONAL MONUMENT)
ARIZONA STATE LAND DEPARTMENT
THE FORT MOJAVE INDIAN TRIBE
THE HOPI TRIBE
THE HAVASUPAI TRIBE
THE HUALAPAI TRIBE
THE KAIBAB-PAIUTE TRIBE
THE NAVAJO NATION
THE PUEBLO OF ZUNI
ARIZONA STATE MUSEUM**

**REGARDING THE EXPANSION OF SERVICE ON U.S. ROUTE 89, BETWEEN
ANTELOPE HILLS AND THE JUNCTION OF U.S. 160; MILEPOSTS 442 TO 484
PROJECT NO. STP-089-C(AEA)
TRACS NO. 89 CN 445 H5172 01E
COCONINO COUNTY, ARIZONA**

WHEREAS, the Federal Highway Administration (FHWA), the Arizona State Historic Preservation Office (SHPO), the U.S. National Park Service Wupatki National Monument (NPS), and the Arizona Department of Transportation (ADOT), executed a Programmatic Agreement effective September 24, 2004, pursuant to Section 800.2 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) for the purpose of, within the Project's area of potential effect (APE), mitigating adverse effects upon archaeological sites and/or historical resources that may be listed on or eligible for listing on the National Register of Historic Places and may possibly have effects to unidentified subsurface archaeological resources; and

WHEREAS, Stipulation 12 of the 2004 Programmatic Agreement provides for amendments by the signatories pursuant to 36 CFR Part 800.6 (c) (7); and

WHEREAS, the area of potential effect for the Project is defined as the existing roadway right-of-way (ROW) on US 89 between mileposts 441.5 and 484.5, as well as new ROW; and

WHEREAS, construction will occur on ADOT easement across tribal land owned by the Navajo Nation and the Navajo Nation has been previously consulted regarding historic properties within the Project area, and the Project's impacts to those properties;

Amended Programmatic Agreement
US 89; Antelope Hills

NOW, THEREFORE, FHWA, SHPO, NPS, and ADOT agree that upon acceptance by FHWA and the Advisory Council on Historic Preservation (ACHP), the Navajo Nation shall be included as Signatory to the Programmatic Agreement, and additional activities on Navajo Nation land as stipulated below should be added to Stipulations of the previously executed Programmatic Agreement.

Stipulations

ADOT, on behalf of FHWA, will ensure that the following measures are carried out:

1. Consultation for project activities located solely on Navajo Nation land will be conducted by ADOT, on behalf of FHWA, with the Navajo Nation Historic Preservation Department, a Tribal Historic Preservation Office (THPO), which has assumed the functions of the SHPO on Navajo Nation lands pursuant to 36 CFR 800.2(c)(ii) and 16 USC 470a(d)(2).
2. Any additional survey or monitoring required on Navajo Nation lands will require a Cultural Resources Investigation permit issued by the Navajo Nation under the Navajo Nation Cultural Resources Protection Act. All survey, monitoring, and reporting must conform to the *Navajo Nation Historic Preservation Department Field Work and Report Standards and Guidelines*.
3. The data recovery necessitated by the Project, when located on Navajo Nation land, will require an ARPA permit (ARPA Section 4 g.2.) as well as a Cultural Resources Investigation permit issued by the Navajo Nation under the Navajo Nation Cultural Resources Protection Act. All data recovery and reporting must conform to the *Navajo Nation Historic Preservation Department Fieldwork and Report Standards and Guidelines*.
4. Archaeological Resources, excavated or removed from Navajo Nation lands, will be preserved by a suitable university, museum, or other scientific or educational institution (ARPA, Section 4.b.3). All curated artifacts removed from Navajo Nation lands remain the sole property of the Navajo Nation (ARPA Section 5.1.2).
5. Any discoveries of cultural resources on Navajo Nation lands must be reported to the Navajo Nation Historic Preservation Department, Cultural Resources Compliance Section (NNHPD-CRCS).
6. The discovery of graves, human remains, or funerary items on Navajo Nation lands will be dealt with in accordance with the procedures outlined in the *Navajo Nation Policy for the Protection of Jischaa' Gravesites Human Remains and Funerary Items*.

This Amendment to the 2004 Programmatic Agreement will continue in force for the duration of the 2004 Programmatic Agreement. Any party to this Amendment may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Section 800.13 to consider such amendment.

Execution of this Amendment to the Programmatic Agreement and carrying out its terms is evidence that FHWA has afforded ACHP an opportunity to comment on these undertakings and their effects on historic properties.

Amended Programmatic Agreement
US 89; Antelope Hills

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By Steph DTL

Date 6/26/06

Title Environmental Program Manager

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By _____

Date _____

Title _____

NAVAJO NATION

By Alan Brown

Date 6.13.06

Title TAPP

US NATIONAL PARK SERVICE, WUPATKI NATIONAL MONUMENT

By _____

Date _____

Title _____

ARIZONA STATE LAND DEPARTMENT

By _____

Date _____

Title _____

INVITED SIGNATORIES

ARIZONA DEPARTMENT OF TRANSPORTATION

By Tony [Signature]

Date 6-15-06

Title Environmental & Enhancement Group Manager

CONCURRING PARTIES

Amended Programmatic Agreement
US 89; Antelope Hills

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By Steve DTH

Date 6/26/06

Title Environmental Program Manager

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By _____

Date _____

Title _____

NAVAJO NATION

By Alan Brown

Date 6.13.06

Title TAPPD

US NATIONAL PARK SERVICE, WUPATKI NATIONAL MONUMENT

By Scottie

Date 6/29/06

Title Acting Superintendent

ARIZONA STATE LAND DEPARTMENT

By _____

Date _____

Title _____

INVITED SIGNATORIES

ARIZONA DEPARTMENT OF TRANSPORTATION

By [Signature]

Date 6-15-06

Title Environmental & Enhancement Group Manager

CONCURRING PARTIES

Amended Programmatic Agreement
US 89; Antelope Hills

ARIZONA STATE MUSEUM

By

Date 06/27/06

Title ASSOCIATE CURATOR ARCHAEOLOGY

FORT MOJAVE INDIAN TRIBE

By _____

Date _____

Title _____

HAVASUPAI TRIBE

By _____

Date _____

Title _____

HOPI TRIBE

By _____

Date _____

Title _____

HUALAPAI TRIBE

By _____

Date _____

Title _____

KAIBAB-PAIUTE TRIBE

By _____

Date _____

Title _____

PUEBLO OF ZUNI

By _____

Date _____

Title _____

Amended Programmatic Agreement
US 89; Antelope Hills

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By Steph DTH

Date 6/26/06

Title Environmental Program Manager

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James Gorman

Date 6/29/06

Title ASHPD

NAVAJO NATION

By Alan Brown

Date 6.13.06

Title TAPD

US NATIONAL PARK SERVICE, WUPATKI NATIONAL MONUMENT

By _____

Date _____

Title _____

ARIZONA STATE LAND DEPARTMENT

By _____

Date _____

Title _____

INVITED SIGNATORIES

ARIZONA DEPARTMENT OF TRANSPORTATION

By [Signature]

Date 6-15-06

Title Environmental & Enhancement Group Manager

CONCURRING PARTIES

Amended Programmatic Agreement
US 89; Antelope Hills



Arizona Division
400 East Van Buren Street
One Arizona Center Suite 410
Phoenix, Arizona 85004-0674

May 9, 2006

In Reply Refer To: HOP-AZ
STP-089-C(AEA)
TRACS No. 089 CN 445 H5172 01E
SHPO-2001-3208
US 89; Antelope Hills - Jct. US 160
Programmatic Agreement Amendment

Mr. Steve Ross, Cultural Resource Manager
Arizona State Land Department
1616 West Adams
Phoenix, Arizona 85007

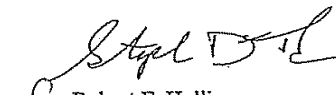
Dear Mr. Ross:

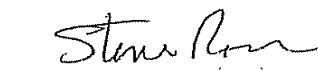
As you are aware, the Federal Highway Administration (FHWA) and the Arizona Department of Transportation (ADOT) are planning to reconstruct and widen U.S. Route 89 between Antelope Hills and the Junction of U.S. Route 160, in Coconino County. A Programmatic Agreement (PA) was implemented September 24, 2004 to address the project's impacts to historic properties.

At this time, FHWA, in consultation with the Navajo Nation Historic Preservation Department, recommends the PA be amended to clarify some discrepancies in the original PA. These include correlating the area of potential effect (APE) in the PA with the APE identified by previous consultations, including the Navajo Nation as a Signatory to the PA, and including language necessary for projects done on tribal lands. A copy of the proposed amendment is included for your review and comment.

Please review the enclosed PA amendment and the information provided in this letter. If you find the terms of the amendment acceptable, please sign below to indicate your concurrence. FHWA would appreciate a response by May 24th. If there is any additional information you require for this project or if you have any questions or comments, do not hesitate to contact David Zimmerman at 928-779-7577 or email dzimmerman@azdot.gov. Thank you for your time and attention to FHWA's consultation efforts.

Sincerely yours,


Robert E. Hollis
Division Administrator


Signature for ASLD Concurrence

May 23, 2006
Date

Enclosure





Arizona Division
400 East Van Buren Street
One Arizona Center Suite 410
Phoenix, Arizona 85004-0674

May 9, 2006

In Reply Refer To: HOP-AZ
STP-089-C(AEA)
TRACS No. 089 CN 445 H5172 01E
SHPO-2001-3208
US 89; Antelope Hills - Jct. US 160
Programmatic Agreement Amendment

Dr. David Jacobs, Compliance Specialist
State Historic Preservation Office
Arizona State Parks
1300 W. Washington
Phoenix, Arizona 85007

Dear Dr. Jacobs: *David*

As you are aware, the Federal Highway Administration (FHWA) and the Arizona Department of Transportation (ADOT) are planning to reconstruct and widen U.S. Route 89 between Antelope Hills and the Junction of U.S. Route 160, in Coconino County. A Programmatic Agreement (PA) was implemented September 24, 2004 to address the project's impacts to historic properties.

At this time, FHWA, in consultation with the Navajo Nation Historic Preservation Department, recommends the PA be amended to clarify some discrepancies in the original PA. These include correlating the area of potential effect (APE) in the PA with the APE identified by previous consultations, including the Navajo Nation as a Signatory to the PA, and including language necessary for projects done on tribal lands. A copy of the proposed amendment is included for your review and comment.

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Sincerely yours,

Robert E. Hollis
Robert E. Hollis
Division Administrator

David Zimmerman
Signature for SHPO Concurrence
Enclosure

22 MAY 06
Date

